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HISTORY

OF THE

FOUNDATION AND ENDOWMENT

OF THE

LANE THEOLOGICAL SEMINARY.

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CINCINNATI:

PRINTED AT THE BEN FRANKLIN PRINTING HOUSE, COR. PEARL AND WALNUT STS.

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Church history  
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## HISTORY.

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It is presumed to be very generally known that suits at law have recently been prosecuted against the Trustees and the Faculty of this Institution, for the purpose of removing its present officers and substituting in their place, members of the other branch of the Presbyterian Church.

The very existence of these suits, has awakened doubts in the minds of some of the friends of the Institution, who have not been familiar with its History, as to the question, who are the rightful proprietors of Lane Seminary.

It is believed, also, that most of those who have sympathised with the prosecutor, and desired the success of these suits, have done so in ignorance of the facts of the case.

It is, therefore, confidently expected, that a candid perusal of the following brief sketch of its early history, compiled from documents on the files of the Seminary, will satisfy all who are interested in the matter, that Lane Seminary is in the hands of those to whom it does of right belong.

It is now published, that all who are interested may have before them the evidence that the funds with which the Institution has been endowed, have not been perverted from the direction, and management, and uses, intended by the donors.

On this subject, the Trustees and the Faculty are ready to abide the judgment of an impartial public.

Lane Seminary derives its name from Mr. Ebenezer Lane, a native of Maine, now a resident of Oxford, in this State, in whose benevolence, under God, it had its origin. At the time of making the donation which originated the Institution, he was engaged in successful mercantile business with his brother, William A. Lane, in New Orleans, under the name of E. Lane & Co.



At that time, the plan of connecting Manual Labor with study, was beginning to be popular, and in one or two instances, had been adopted with imagined success.

In one of his visits to the North, Mr. Lane became acquainted with this plan, and at the same time, with the destitution of an educated ministry in the West, as described by one who had recently traveled extensively through it.

In early life, he had desired an education, but had not the means of obtaining it, and the Manual Labor plan struck him favorably, as likely to furnish to the indigent facilities for obtaining an education, the want of which, in his youth, he so much lamented.

He immediately resolved to do what he could to establish such an institution in the West, his adopted home, to aid in supplying the valley with an educated ministry.

On his return to New Orleans, he consulted his partner, and they agreed to appropriate to such an object, one thousand dollars per annum for four years, and one-fourth part of their annual income thereafter, the senior partner being responsible, to pay the whole, in the event of any failure of success in their present business.

Mr. Lane and his brother then visited Cincinnati for the purpose of determining upon a location, and starting the enterprise. Being a very liberal member of the Baptist denomination, it was his wish that the Baptists and Presbyterians should unite in establishing the Institution; but on being advised that it would be more likely to succeed in the hands of one denomination, he abandoned that idea; and having learned, in consultation with a leading member of the Baptist denomination, that they were neither able nor willing to undertake the work, he offered his donation to the Presbyterians.

Some of the more prominent members of the Presbyterian Church, had previously been inquiring respecting the expediency of attempting to establish a Theological Seminary in this vicinity, and this seemed to them a call of Providence to go forward. They resolved to accept the proposal of the Messrs. Lane, and proceed with the enterprise.

A Board of Trustees, twenty-three in number, was selected and organized on the 27th of October, 1828, under the style and title of the Ohio Board of Education.

The Messrs. Lane then entered into a legal obligation to pay to the Board four thousand dollars—within four years—and one-fourth of their

nett annual income thereafter, to be appropriated as should best promote the interests of the contemplated Institution.

The condition of the obligation was, that the Board should become incorporated and *establish an Institution*, a fundamental principle of which should be, that the students should be required to labor in agricultural or mechanical employments, not less than three hours, nor more than four hours each day.

The original plan contemplated a Theological Seminary with a Literary department, and for several years, this plan was carried out.

A Circular was immediately issued, signed by the late Dr. Wilson, as President of the Board of Trustees, the object of which was "to make known to the friends of Zion, that incipient measures had been taken for the establishment of a Literary and Theological Seminary upon a new plan, and to enlist their efforts in its behalf."

The Constitution adopted by the Board, provided that a majority of the members of the Board, and of the Executive Committee, and all the Theological Faculty, should be members of the Presbyterian Church, under the care of the General Assembly of that Church, in the United States of America, and this provision, with respect to the Executive Committee and the Faculty, was also introduced into the Charter.

The names of the original members of the Board, are found in the Preamble of the Constitution, which is as follows:

"The following persons, viz.: Joshua L. Wilson, David Root, James Challen, William Schillinger, Robert Boal, jr., Jabez C. Tunis, John F. Keys, Isaac G. Burnet, Ephraim Robins, James Warren, John H. Groesbeck, Robert Wallace, William W. Greene, John Thompson, Benjamin Graves, Ludwell G. Gaines, Jacob Lindley, Caleb Kemper, James Thompson, Daniel Hayden, Daniel Wurtz, Samuel January, and Abraham A. Halsey, in consequence of a proposition made to them by Messrs. E. Lane & Co., merchants of New Orleans, have associated as Trustees for the purpose of establishing a Seminary of learning, the *primary object* of which shall be to educate pious young men for the gospel ministry."

Soon after the organization of the Board, a Committee was appointed, of which the Rev. Dr. Wilson was Chairman, to confer with the Synod of Ohio, and to endeavor to effect a union between the proposed Seminary and a Theological School then recently established under the care of the Synod. This effort proved unsuccessful. Application was made to the

Legislature of Ohio, at its next session, for a Charter, which was obtained on the 11th of February, 1829.

It is due to the Messrs. Lane to state that the name was fixed upon without consultation with them, and that when they were made acquainted with it, they earnestly requested that it might be changed.

For the purpose of presenting, at one view, the agency of the Messrs. Lane in founding the Institution, we pass, for the present, to the 18th of November, 1829. At this date, the Board addressed a letter to them informing them that the Charter had been obtained, and the Seminary that day opened for the reception of students, and requesting them then to execute to the Trustees a bond for the payment of the amount they had proposed to give, according to their obligation previously given.

The Charter contained the provision respecting manual labor, required by the Messrs. Lane as the condition of their donation, but the Board felt the difficulty of this restriction upon their discretion, and, in the letter above referred to, endeavored to obtain a change of this provision. This portion of the letter is worthy of notice. It is as follows:

“The first point we wish to suggest, relates to the amount of labor to be required of the Students. The instrument specifies, ‘not less than three, nor more than four hours each day, in agricultural or mechanical pursuits.’ This may be found to be the best proportion, but the instrument does not reserve to us the privilege of learning wisdom from experience, and modifying our system according to the results of actual experiment. The plan of combining productive labor with study, is not here, nor has it any where been long enough in operation to justify us in forming any *unalterable* rules respecting its details. We shall insist on the union of labor with study, and would simply request that we may be left at liberty to adopt that plan of uniting them, which may, on trial, be found most expedient and perhaps indispensable to its complete success. We propose, therefore, that that part of the instrument should be so altered as to read: ‘Every Student, &c., to spend so much time each day in agricultural or mechanical labor, as the Board of Trustees may direct.’” The bond was executed, however, upon the original conditions. The letter enclosing it, also contained a statement respecting a change in the firm, and the closing up of their business in New Orleans,—and a request that the Board would consent to cancel the bond, on the payment of \$4,000.

To this the Board agreed, and renewed their suggestion respecting the

change in the requisition of manual labor. The \$4,000 were thereupon paid in equal parts, by Mr. Ebenezer Lane and another brother, Mr. Andrew Lane, and they then signified, in writing, their consent to a change of the Charter, so as to leave the amount of labor each day, to be determined by the Trustees.

The deed of the land, acquired at about the same time, contained the provision respecting manual labor in the words of the last proposition of the Board to the Messrs. Lane. As then the founders had consented to the change of language, and the deed of the land embraced it, no ill effects were anticipated from letting that matter rest.

In the letter acknowledging the receipt of the bond, the Corresponding Secretary remarks: "The Board direct me to say that they duly appreciate the kind and benevolent feelings you manifest in the prosperity of the Institution which, under Providence, originated with you, and which has shared so largely in your munificence."

Mr. Lane, then, may be considered the founder of the Institution, and his wishes, as expressed in his deposition, given in the suits, that the present instructors should be continued in office, and his opinion that their removal would prove injurious to the Institution, are deserving of consideration.

#### THE KEMPER DONATION.

After the organization of the Board, the next important measure, was the fixing upon the location of the Seminary. For this purpose, extensive inquiries were made in the vicinity of Cincinnati, and several favorable offers of land were received. Among these, was that of Mr. Elnathan Kemper, of Walnut Hills. His first offer was to sell one hundred acres of land, at \$75 per acre,—next, to sell at \$50 per acre.

On the 1st of January, 1829, Mr. Kemper met with the Board and made the following proposition in writing, viz.: that he would give them *sixty acres* from the north end of his farm, on the east side of the Montgomery Road, and sell them forty acres next south of the sixty, for \$4,000, payable one-fourth in two years, and the remainder in equal portions, in one, two, and three years thereafter. This proposition was accepted.

Mr. Kemper, in acknowledging the receipt of the resolutions accepting his proposal, under date of Jan. 14th, 1829, says: "When you obtain your Charter, you can get the land surveyed, and I will execute the deeds for the Board. Suffer me to assure you that this donation, (which has cost me, if not '*a great sum*,' much labor and toil,) shall ever be accompanied with my sincere and humble prayer that it may be improved by the Ohio Board of Education, for the advancement of the Kingdom of our blessed Lord and Savior on earth, and the amelioration of the condition of my lost and ruined fellow-sinners, and to this end may you be preserved from all *selfishness, passion or prejudice*, but at all times, and in all circumstances, be under the influence of His Spirit, who seeth not as man, but who looketh on the heart, and at the motive of each action."

Here the matter rested till near the close of the year. The contract was considered *made*, though the deeds were not executed. In the following April, the Trustees rented the farm to Mr. Kemper for one year, at \$150. On the 17th of November following, with consent of Mr. Kemper, they relinquished the forty acres which they had previously agreed to purchase. On the 23d of November, Mr. Kemper drew up a deed for the sixty acres donated, in which he and his wife appear as the only grantors, which provides, as one condition of the donation, "that if the said Lane Seminary shall, at any time hereafter, cease to be under the superintendence and government of the General Assembly of the Presbyterian Church of the United States, or *some other ecclesiastical body, possessing similar powers, and adopting the same general religious doctrines*, then this conveyance to be void."

This deed was copied and prepared for signature, and the original and the copy are on file.

This deed was never executed; but the deed of the 9th of December following, in which the other Messrs. Kemper, viz: James, the father, Peter H. and David R., the brothers of Elnathan, unite with him in conveying the land, was substituted for it.

For what reasons the other members of the family, whose names are attached to the deed, united with Elnathan in the donation, we have no means of ascertaining. It is known, only, that they gave to Elnathan about twenty-four acres of land, of about the same value per acre as the tract donated, in consideration of putting their names to the deed to the Trustees.

From these facts, it is manifest that the entire donation "originated with Elnathan, and was actually made by him, and that though the names of his father and two brothers are attached to the deed, more than half the land was in fact his donation.

The deed provides that, in case the Seminary should fail, or become extinct, the land shall be equally divided between the American Bible Society, the American Tract Society, the American Colonization Society, and the American Education Society. For this provision, the Seminary and the Church are indebted also to Elnathan Kemper. It was not acceded to by the rest of the family, till a few days before the deed was made out, the original understanding being, that in such an event, the land should revert to the donors.

Elnathan Kemper's sympathies were decidedly with the New School portion of the Church. So soon as the Lane Seminary Church was formed, he left the church with which his brothers were connected, and of which his father was pastor, and connected himself with the Seminary Church. He was soon after elected a ruling elder in that church, and held that office till his death, in 1834.

He was a member of the General Assembly of 1834, and his name is found on the minutes of that body, on all the important questions in controversy between the two portions of the church, recorded with the New School members.

In April, 1832, after all Old School men had withdrawn their support from the Seminary, as they had been advised to do, Mr. Elnathan Kemper and his wife leased to the Trustees fifty acres of land adjoining the donation on the South, on a permanent lease of \$500 per annum. This land now forms an important part of the property of the Institution. In May, 1833, he subscribed three hundred dollars on a special subscription. And before his decease, gave the Seminary an acre of land for a Cemetery. No more proof that he was a New School man, will probably be asked for.

#### EARLY EFFORTS TO PROCURE FUNDS.

As soon as the Charter was obtained, two agents were appointed to collect funds,—one in the South, and one in New England. But neither accomplished any thing, and the agent in New England advised the Board to abandon efforts to obtain funds there, till, by its

friends in the West, the Institution had been established and opened. Meanwhile, a subscription of about \$5,000 was obtained in Cincinnati and vicinity, about half of which was available for the purpose of building, in the year 1830. This subscription was obtained indiscriminately from all classes of the citizens who were interested in having a Literary Institution established in the neighborhood. Of this subscription, about \$4,500 were paid,—members of the Old School churches, paying less than half of it.

Rev. George C. Beckwith, of Lowell, Mass., was appointed the first Professor, in April, 1829, and in the November following, arrived in Cincinnati to enter upon his duties. Three or four students were on the ground, but there were no conveniences for their accommodation. Mr. Beckwith spent the winter in teaching, and early in the following spring, was sent East to collect funds. He labored in that service through the summer, but without the least success, and in September, 1830, resigned his office and abandoned the enterprise.

On the receipt of this intelligence, a special meeting of the Board was called to consider what must be done. That was a solemn and a memorable meeting. The Institution existed only in name,—without Professors, without Students,—without funds or buildings, and their efforts to obtain funds having proved a failure, the prospect was dark enough to stagger the strongest faith. The foundations of one building were laid, but the means of completing it, were not at command, and it seemed very doubtful whether the donation of land must not be given up, and the whole enterprise be abandoned.

The record of that meeting, held Sept. 20th, 1830, is brief:—“Much doubt rested on the minds of some,” says the Secretary; “the meeting was solemn, and, after much deliberation and consultation, it was resolved that one more effort be made to raise funds at the East.”

From a full report of the financial operations of the Seminary, made some six years after, we are permitted to obtain a fuller acquaintance with that interesting meeting:

“The President of the Board (Dr. Wilson) said, ‘I never had great confidence in obtaining aid from Eastern men, and Eastern funds. We have made the experiment, and we have seen the result. We must now look to the West for Professors and funds,

and if we cannot make a great institution, as we hoped, we must make a small one.' As little confidence, however, was felt by the members, generally, in obtaining aid from the West, as the Chairman had expressed in relation to the East. A member of the Board said, 'I am an Eastern man; I know the hearts of Eastern Christians; I know they will give us money, if we make a special appeal to them. We must have Dr. Beecher or Dr. McAuley, or some other prominent man, and the means for his support will not be wanting. The Committee said, 'if the brother who has so much confidence in the East, will go, we will send him, and make one more effort.' Dr. Wilson said, 'Amen.'"

Thus, at this critical extremity of affairs, a gracious Providence interposed, and the appointment of Rev. F. Y. Vail, as the Agent of the Seminary, was secured. What were the results of that appointment, will appear in the sequel.

#### APPOINTMENT OF DR. BEECHER.

Mr. Vail hastened to the East, and conferred with prominent men in Philadelphia, New York and Boston, in respect to the man to fill the office of Professor of Theology, in the Seminary. With one voice, they directed him to Dr. Lyman Beecher, of Boston. If he could be induced to go, public confidence would be at once secured, and funds and students would immediately begin to flow into the Institution.

The subject was next laid before Dr. Beecher, in connection with some of his best advisers in Boston, and the result was a strong conviction in his mind, that duty to Christ called him to the West. And that his people would cheerfully consent to his leaving them for a work of such vast importance.

Arthur Tappan, Esq., immediately became responsible for the salary of Dr. Beecher, by subscribing \$20,000, to be paid at his decease, and the interest semi-annually, on condition that Dr. Beecher should receive and accept the appointment of President and Theological Professor, and also, that two other Professorships be secured at the East, and from \$10,000 to \$20,000 at the West, for buildings. The Board were immediately informed of these



facts, and on the receipt of the grateful intelligence, assembled for the special purpose, on the 22nd of October, 1830, and unanimously elected Dr. Beecher President and Professor of Theology. The following extract, from the letter of the Corresponding Secretary, Dr. James Warren, in which he communicated to Mr. Vail, the action of the Board, will show the state of feeling at that time: "Your success was entirely unexpected, and it gave a thrill to the soul of every member of the Board, and others whom I have seen, are rejoicing with tears in their eyes. Is it possible, say they, that this Western World is to be blessed with the presence of Dr. Beecher? And we give thanks to the Lord that he has made you the honored instrument of conferring so great a blessing upon us. The resolution was passed with *reverential silence*, not a word was spoken but 'Aye.'"

Meanwhile, Mr. Vail was progressing rapidly in raising the other Professorships; so much so, that, on the 11th of November, he wrote that he considered one in effect secured; and an incumbent for the office had already been named by the donors, and about half of the other had been subscribed, but at this stage of the matter, Mr. Vail's health gave way, and he was obliged to return to the West, and his place was supplied soon after by Rev. O. Eastman. Early in the year 1831, solicitude began to be felt lest Dr. Beecher might not obtain the consent of his people to his leaving them, and Dr. Wilson, Rev. Messrs. Vail and Gallagher were appointed a Committee to correspond with them on the subject.

The following extract from the letter of this committee, will show how the very existence of the Institution was regarded as being identified with Dr. Beecher's acceptance.

After speaking of Dr. Beecher's qualifications for the work to which he was invited, and the influence upon the cause of Christ, East and West, of his accepting, the Committee go on to say: "The last reason we shall mention for Dr. Beecher's connection with our Institution, is, that the securing of funds pledged on this condition, and the consequent *existence* and prosperity of the Institution, depend upon it. Three Professorships, amounting in all to \$50,000, are nearly secured, on condition that Dr. Beecher becomes our Professor, and that we, at the West, raise from \$10,000 to \$20,000 more for buildings. These funds, thus liberally offered to us, are to be given on account of the special confi-

dence that the donors place in Dr. B. to preside over and give character and success to our Seminary. Shall it be then the painful calamity of the West, and of the Church generally, that some \$60,000 or \$70,000, which would place our Institution on a high and permanent basis, and bless our increasing and perishing millions, must be lost, and our now brightening prospects be blasted for want of the man with whom the friends of Zion and of the West, have identified their benefactions? Should we fail of securing Dr. Beecher and the funds connected with him, *we see not how our Institution can be sustained*, as extensive funds are indispensable, and cannot possibly be obtained here among our infant churches."

In March following, Dr. Beecher wrote to the Board a full statement of the case, from which it appeared that new and unexpected difficulties to his leaving Boston had arisen, and it seemed almost certain that he must decline the appointment. In this emergency, a special Agent was sent to Boston to lay the case anew before him and his people, and to secure, if possible, his final acceptance. The result of this Agency was such as to induce the Board to rest, in the confidence that, within a year or two, his services could be secured, and the funds subscribed, on the condition of his acceptance, be made safe. On the 23rd of January, 1832, his appointment was renewed. In April he visited Cincinnati to make a personal examination of the condition and prospects of the Seminary; and in July following, having previously renewed his connection with the Presbyterian Church, signified his acceptance of the appointment. In November he moved to Cincinnati, and on the 26th of December, 1832, was inducted into his office, and entered upon its duties.

#### FURTHER EFFORTS TO RAISE FUNDS.

The next important movement, was to raise the funds in the West on which the Eastern funds had been conditionally promised. This was regarded as the most difficult part of the work. It was undertaken in the beginning of the year 1832, at the same time with the re-appointment of Dr. Beecher. It should here be noted that, near the close of the previous year, Dr. Wilson had resigned his place as President, and as a member of the Board of Trustees; and had published his reasons, and warned the churches against giving to the support of Lane Seminary. The reasons were, in brief, that he had become satisfied that it was the

intention of the majority, "to render the Institution subservient to the New School Theology;" and that the appointment of Dr. Beecher would forfeit the Charter, because he was not a Presbyterian, and could "not become so without a great change in his Theological opinions."

Of course, this publication would cut off the benefactions of the Old School portion of the Church, if any had before been disposed to aid in its endowment.

The prospect was gloomy, but the exigency was a pressing one, and the Board met it nobly. About \$8,000 were subscribed by members of the Board; and in a few weeks the amount was raised to over \$16,000; thus securing the Eastern pledges, and furnishing occasion for joy to the friends of the Institution.

In the spring of 1833, about \$12,000 were obtained at the East by Mr. Vail, for the general purposes of the Institution, and to fill the Professorships already commenced.

In the three years following, Mr. Vail, aided by Dr. Beecher, raised, at the East, subscriptions to the amount of about \$40,000, for a fourth Professorship, and for the erection of a Chapel and Professor's house.

One half of this fourth Professorship, \$7,500, was subscribed by Mr. John Tappan, of Boston, the principal to be paid within one year after his decease, and the interest in quarterly payments of \$112.50, as they should become due. This he has paid, in all amounting to \$5,200. In his deposition, Mr. Tappan says he was induced to endow this Professorship wholly in consequence of the solicitations of Dr. Beecher, and in the full belief that the Seminary would be under his charge during his natural life; and that he should not have done it had it been in other hands; and that Dr. Beecher's removal from office would, in his opinion and in the opinion of those learned in the law, entirely absolve him from paying either interest or principal; that he gave his bond for the payment of the subscription with the view of aiding the Seminary, in connection with Dr. Beecher, and through both, the cause of pure religion in the West. He further states that, by his thus aiding it, he has reason to believe his relations, the Hon. Daniel Waldo and sisters, were induced to contribute four thousand dollars or more to the same Professorship, which he is confident they would not have done, had not Dr. Beecher been connected with the Seminary.

No general efforts have since been made for raising funds. The Seminary was considered endowed; and if all the funds that had been sub-

scribed had been paid, it would have been. The embarrassments of 1837-40, deprived many of the friends of the Seminary, of the ability to pay their subscriptions. They fell with special severity upon Mr. Tappan, and the consequence was, that the whole professorship subscribed by him, after he had paid the interest six years, was lost to the Seminary.

In reviewing now the whole process of endowing the Institution, it will be seen that the funds of Lane Seminary have been given, almost exclusively by New School men.

1st. The original founders, though Baptists, were then, and still are, with the New School in their sympathies.

2nd. Mr. Elnathan Kemper, a New School man, was the moving spirit in making the donation of sixty acres of land on which the Seminary stands—actually giving it himself at first and finally sharing with other members of the family, more than half of it—and after all Old School men had withdrawn their support, leasing on very favorable terms an important tract of land, and continuing to afford sympathy and pecuniary aid to the time of his decease.

3rd. The \$5,000 raised first in Cincinnati, was obtained from all the citizens, indiscriminately ; and less than half was paid by Old School men.

4th. The Tappan Professorship and the Philadelphia and New-York Professorships were obtained in view of the fact that Dr. Beecher was to be the Theological Professor, and for the most part pledged on that condition.

5th. The second subscription of \$16,000, in Cincinnati and vicinity, was obtained immediately after the leading Old School man in the West, had warned the churches not to sustain the Seminary.

6th. And finally, the remaining funds were obtained by Mr. Vail and Dr. Beecher, at the East, after the alienation between Old School and New School men had become notorious.

All this, which appears on the records of the Seminary, is confirmed by the testimony of Mr. Vail, taken in the suits, who was the agent of the Seminary, in obtaining all its funds. Mr. Vail states that the manner in which he collected the funds gave him the opportunity of knowing the views of nearly all the donors ; and that *not less than nine-tenths* of the whole amount, was given by New School Presbyterians, and those whose sympathies were with the New School portion of the Presbyterian Church.

The whole amount of funds collected for the institution, estimating the Kemper donation at \$6,000, the price put upon the land at the time the donation was made, is about \$102,000. Nearly \$40,000 more were subscribed but not paid.

Of the amount paid, it is believed to be perfectly safe to say, that, including the proportion of the land given by the father and brothers of Elnathan Kemper, not more than \$6,000 have been given by men whose sympathies are with the Old School branch of the Church.

The names of the donors, and the sums given by each, are on record, and a large portion of them are persons whose relations and sympathies are well known.

#### APPOINTMENT OF OTHER OFFICERS.

The Literary Department of the Institution was discontinued in the year 1835, and the several appointments to offices in that department, are here omitted. They were filled at different periods by Rev. L. D. Howell, Rev. N. S. Fulsom, Rev. John Morgan, Dr. Thomas D. Mitchell.

Rev. T. J. Biggs, Pastor of the Presbyterian Church of Frankford, Pennsylvania, was appointed Professor of Ecclesiastical History and Church Polity, in January, 1831, and was inducted into the office Dec. 26th, 1832. He continued to discharge the duties of the office till Oct. 18th, 1839, when he resigned.

Rev. Calvin E. Stowe, Professor of Languages in Dartmouth College, was appointed Professor of Biblical Literature, Aug. 9th, 1832, and entered upon the duties of his office in July, 1833.

Rev. Baxter Dickinson, Pastor of the Presbyterian Church, in Newark, N. J., was appointed to the Professorship of Sacred Rhetoric and Pastoral Theology, in Oct., 1835, and resigned in Sept., 1839.

Rev. D. H. Allen, Professor of Rhetoric in Marietta College, was appointed his successor in October, 1840, and immediately entered upon the duties of the office.

Of the present Trustees, a majority had been appointed previously to 1833, and only four new members have been appointed since the division of the General Assembly. The Faculty, with one exception, are the original incumbents of the offices they hold.

A suit at law was instituted in the Supreme Court of Ohio, against the Faculty, on the relation of David R. Kemper, in the form technically denominated "*quo warranto*," in which it is claimed by the relator, that they are not members of the Presbyterian Church, under the care of the General Assembly, as required by the Charter. This suit, after various delays, has just now been decided by the Court in Bank, in favor of the Faculty, on the ground that the action is barred by the statute which provides that such action must be commenced within three years of the alleged forfeiture of office.

About the same time, a suit in Chancery was commenced by David R. Kemper, in the Superior Court of Cincinnati, against the Trustees, being in the form of a petition of the plaintiff, that the Court would require the Trustees to conform to their charter, which he claims they have violated in two respects: 1st, in neglecting to require manual labor of the students; and 2d, in putting men into the offices of instruction, who are not members of the Presbyterian Church in the United States.

On this suit, the defendants demurred to the right of the plaintiff to institute the suit, and the Court sustained the demurrer.

From this decision, the plaintiff has appealed to the Supreme Court. Should the decision of the lower Court be reversed, the whole case will come before the Court, and the equity, as well as the law of the case, be decided.

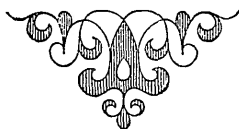
Neither the Trustees nor the Faculty have any desire to encroach upon the rights of their brethren of the other branch of the Presbyterian Church; though they conscientiously believe, that if either body should be regarded as the only true General Assembly of the Presbyterian Church, it is that which was constituted at the time of the division, in exact accordance with the Constitution, and is known as the Constitutional General Assembly. But while the Princeton, the Prince Edward, and the South Carolina Seminaries, have each a much larger proportion of New School funds, under the care of the Old School Assembly, and that, without complaint, they can but regard themselves as beyond the reach of reasonable censure, in the management and use of the funds of this Seminary, so small a fraction of which were contributed by Old School men.

Nay, they believe that they are bound, by solemn obligation, to the donors who have endowed the Institution, and to the Church of God, to continue to manage and use these funds as they have hitherto done.

In conclusion, they would express their gratitude to God for his blessing upon the Institution in all its struggles, and upon those who have here been educated for the ministry.

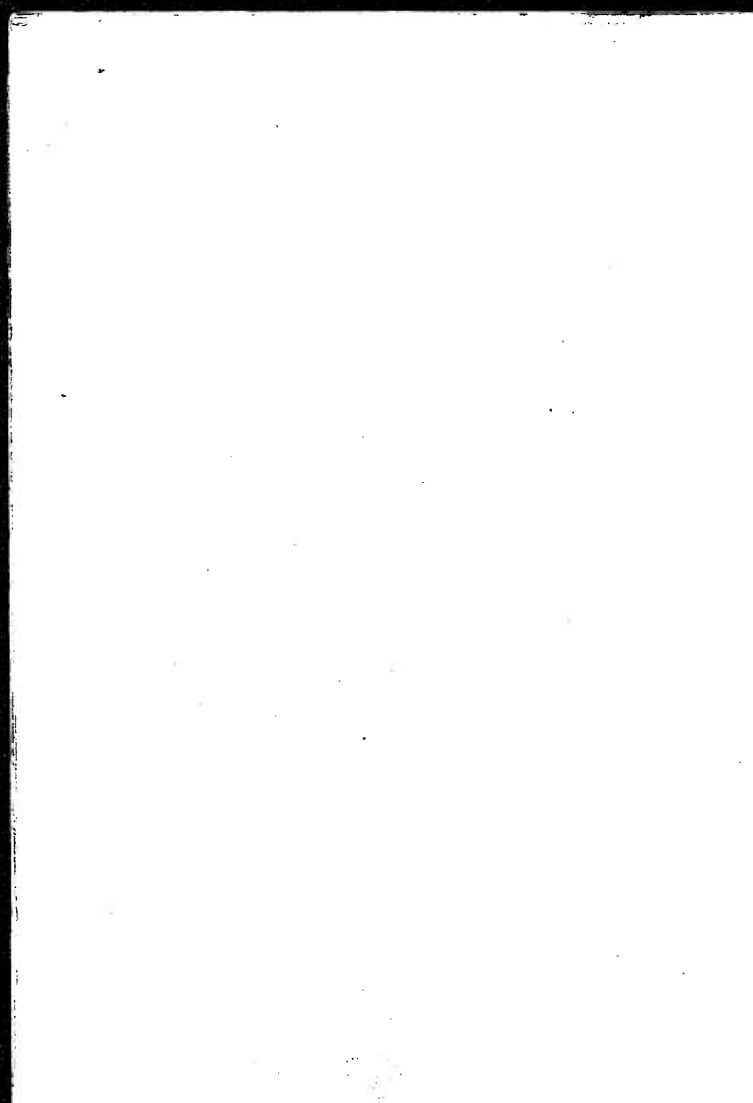
More than three hundred students have enjoyed, for a longer or shorter period, the advantages which the Seminary affords, most of whom have entered the ministry. They are found in the Old School and the New School Presbyterian, the Baptist, the Methodist, the Episcopal and the Lutheran denominations.

Their fields of labor are in twenty different States of the Union—in India, China, Palestine, Africa, and the West Indies, and among the Aborigines in the West,—and in all these fields, they have been owned by the great Head of the Church, and made successful in their labors.









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*Gayford*  
*Hist. of the foundation*  
*.L266H6 & endowment of Lane*  
*Theological seminary*

FEB 18 1942

*Dr. Sewall*

*Donated 7th Sept*

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**HARPER STORAGE**



